

Docket No.: 209593-81525

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of: Christopher L. Schwab

Application No.: 10/696,792

Filed: October 30, 2003

For: Hose Coupling Assembly

Art Unit: 3679

Examiner: E. Nicholson

POWER OF ATTORNEY (REVOCATION OF PRIOR POWERS) AND CHANGE OF ADDRESSEE OF RECORD

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Dear Sir:

Responsive to the Notice Regarding Power of Attorney mailed on September 2, 2004, please reconsider acceptance of the Power of Attorney, filed July 22, 2004 (copy attached), in view of the attached Recordation Form Cover Sheet and executed Assignment that was filed in the United States Patent and Trademark Office on February 9, 2004, but is not yet recorded.

Dated: September 16, 2004

Respectfully submitted,

Bradley J. Dietrich

Registration No.: 47,526

Honigman Miller Schwartz and Cohn LLP

32270 Telegraph Rd, Suite 225 Bingham Farms, MI 48025-2457

248-566-8516

Attorney for Applicant

OAK_A\594013.1

Customer No.: 44200

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below 7_ 19-2001 Signature:

Docket No.: 209593-81525

(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

re Patent Application of: Christopher L. Schwab

Application No.: 10/696,792

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Filed: October 30, 2003

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For: HOSE COUPLING ASSEMBLY

POWER OF ATTORNEY (REVOCATION OF PRIOR POWERS) AND CHANGE OF ADDRESSEE OF RECORD

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Dear Sir:

As assignee of the above-identified invention, all powers of attorney previously given are hereby revoked and Bradley J. Diedrich, Reg. No. 47,526, and the attorneys and/or agents associated with PTO customer number 44200 are hereby appointed to prosecute and transact all business in the U.S. Patent and Trademark Office connected therewith.

Please send all correspondence and direct all telephone calls to:

Bradley J. Diedrich, Esq. Honigman Miller Schwartz and Cohn LLP 32270 Telegraph Rd, Suite 225 Bingham Farms, Michigan 48025-2457 (248) 566-8516

Dated: 7/14/04

By:

Title: Vice President and Secretary of

Eaton Corporation

OAK A\587907.1

Form PTO-159 (Rev. 03/01)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

PATENTS ONLY

| OMB No. 0651-0027 (exp. 5/31/2002) | FAILI | O OTTE |
|--|--|---|
| To the Honorable Commissione | r of Patents and Trademarks: | Please record the attached original documents or copy thereof |
| 1. Name of conveying party(i | es): | Name and address of receiving party(ies) |
| Christopher L. Schwab | | Name: Eaton Corporation |
| | | Internal Address: |
| | | Street Address: |
| Additional name(s) of conveying party(ies) Yes X No attached? | | _ Eaton Center |
| 3. Nature of Conveyance: | | 1111 Superior Avenue |
| x Assignment | Merger | • |
| Security Agreement | Change of Name | City: Cleveland |
| | | State: OH Zip: 44114-2584 |
| Other | | Additional name(s) & Yes x No |
| Execution Date: Fo | ebruary 12, 2004 | address(es) attached: |
| 4. Application number(s) or p | patent number(s): | |
| If this document is being filed toget | her with a new application, the | execution date of the new application is: |
| A. Patent Application No.(s): B. Patent No.(s): | | |
| 10/696,792 | | |
| | | |
| | Additional numbers atta | ched? Yes x No |
| Name and address of party to whom correspondence concerning document should be mailed: | | 6. Total number of applications and patents involved:1 |
| Name: Michael B. Stewart RADER, FISHMAN & GRAUER PLLC | | 7. Total fee (37 CFR 3.41) \$ 40.00 |
| Internal Address: Atty. Dkt.: 65857-0112 | | Enclosed |
| Street Address: | | x Authorized to be charged to deposit account |
| 39533 Woodward Avenue Suite 140 | | Authorized to be charged to credit card |
| June 140 | | (Form 2038 enclosed) |
| | Chaha Zin: | 8. Deposit account number: |
| City: Bloomfield Hills | State: Zip: MI 48304 | 18-0013 (Attach duplicate copy of this page if paying by deposit account) |
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| To the best of my knowledge is a true copy of the original | and belief, the foregoing of document. | information is true and correct and any attached copy |
| Bradley J. Diedrich 3/9/04 | | |
| Name of Person Signing Signature Date | | |
| Total number of pages including cover sheet, attachments, and documents: 4 | | |
| | Recordation | Form Cover Sheet |
| I | dence is being denceited with t | he U.S. Postal Service with sufficient postage as First Class Mail, in |

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Assignment

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as first class mail, in an envelope addressed to: MS Missing Parts, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Signature: Kathun

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 12 day of February, 2004, by Christopher L. Schwab (hereinafter referred to as Assignor), residing at 3518 Golfgate Drive, Toledo, Ohio 43614;

WHEREAS, Assignor has invented certain new and useful improvements in HOSE COUPLING ASSEMBLY, set forth in a Patent application for Letters Patent of the United States, already filed on October 30, 2003 as U.S. application No. 10/696,792; and

WHEREAS, Eaton Corporation, a corporation organized under and pursuant to the laws of Ohio having its principal place of business at Eaton Center, 1111 Superior Avenue, Cleveland, Ohio 44114-2584 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

APST AVAILABLE COPY